

Contract # 1569

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INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

MAY 2 1994

RUTGERS UNIVERSITY

AGREEMENT  
between  
TOWNSHIP OF EWING  
SANITATION DEPARTMENT

and

LOCAL 2314  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 1993 - June 30, 1996

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AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September, 1993, by and between the TOWNSHIP OF EWING, Sanitation Department, Mercer County, Trenton, New Jersey, hereinafter referred to as the "Employer", and Local 2314, Council No. 73, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union":

WITNESSETH:

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the promises, the parties hereto agree as follows:

ARTICLE I

SECTION I:

RECOGNITION

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classification listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

SECTION II:

NO STRIKE CLAUSE

It is agreed that during the term of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slowdown, stoppage of work, boycott, picketing, or willful interference with production, transportation or distribution and that there shall be no lockout of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such order to the Employer and use every means at its disposal to influence the employees to return to work.

SECTION III:

DUES AND DEDUCTIONS

A. Upon receipt of a lawfully executed written authorization from an employee, the Township of Ewing agrees to deduct the regular monthly Union dues of such employee from his or her paycheck, and remit such deduction by the tenth (10th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

Any employee shall be eligible to withdraw such authorization only as of July 1 of each year provided notice of withdrawal is filed timely between June 15 and June 25 with the payroll clerk.

B. The Employer agrees to deduct, in accordance with the P.L. 1979 Chapter 477, as it relates to Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish written authorization for deductions of Union dues, a representation fee equal to eighty-five (85%) percent of Union dues, as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which deductions of dues is to be made, commencing on the first (1st) pay after completion of thirty (30) calendar days following the beginning of their employment in a bargaining unit position. Representation fees shall be withheld on the first (1st) pay after the completion of ten (10) calendar days following re-entry into a bargaining unit for employees who previously served in bargaining unit positions.

1. If during the course of the year, the non-member becomes a Union member, the Employer shall cease deducting the representation fee and commence deducting the Union dues beginning with the first (1st) pay check representing the pay period ten (10) calendar days after written notification of the change in status. Conversely, if during the course of the year a Union member directs the Employer to cease Union dues deductions in a manner appropriate under the terms of this Agreement the Employer shall commence deduction of the representation fee with the first (1st) pay check representing the pay period ten (10) calendar days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner, and in the same time as Union dues.

This provision is to become effective upon execution of this Agreement by both parties and upon the Union submitting a list of non-Union members in the bargaining unit to the Employer.

2. AFSCME Local 2314 and Council #73, affiliated with the International AFSCME, AFL-CIO, do and shall indemnify, defend and save harmless, the Township of Ewing against any and all claims, demands, suits, or other forms of liability that shall arise out of any check-off deductions provided for in this ARTICLE I.

SECTION III:

3. Further, in consideration for the Township of Ewing's action in implementing Agency Shop. (P.L. 1979 c 407 amending N.J.S.A.34:13A-5 et seq.) AFSCME Local 2314 and Council #73, affiliated with the International AFSCME, AFL-CIO, does agree to reimburse the Township of Ewing for court costs, fees, and judgments incident to suits or other forms of liability that may be incurred by the Township of Ewing that shall arise out of any of said check-off deductions.

4. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township of Ewing.

IN WITNESS WHEREOF, AFSCME Local #2314 and Council #73, affiliated with the International AFSCME, AFL-CIO, has entered into this Agreement as contained in the aforesaid ARTICLE I, SECTION

III, DUES AND DEDUCTIONS, and caused same to be executed by its  
duly authorized officer or agent on this 12 day of Sept.,  
1993.

Donald B. Dileo

By: /s/ Donald B. Dileo  
For John J. Merkel  
International Vice-President and  
Executive Director of Council 73  
AFSCME

SECTION IV:

SAVE HARMLESS CLAUSE

The Union agrees to indemnify and hold the Township harmless  
against any and all claims, suits, orders or judgments brought or  
issued against the Township as a result of any action by the  
Township under the provisions of Article I.

SECTION V:

UNION REPRESENTATIVES

Representatives of the Union, who are not employees of the  
Township of Ewing, shall be admitted on the premises of the  
Employer for Union business solely and by the International  
Representative presenting himself to the present head of the  
Department or his designee prior to the discussion of Union  
business.

The Township agrees to recognize a maximum of two shop  
stewards selected by the Union, one from the Sanitation Transfer  
Station, and one from the collecting group. A steward shall be  
granted a reasonable amount of time during his working hours,

without loss of pay, to interview an employee's immediate supervisor.

The Union president shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. Neither a steward nor a Union officer shall leave his work without first obtaining the permission of his immediate supervisor, which permission shall not be unreasonably withheld.

#### SECTION VI:

##### EQUAL TREATMENT AND NONDISCRIMINATION

The Employer and Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, physical handicap, marital status, union membership or union activities.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

#### ARTICLE II

##### MANAGEMENT RIGHTS

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign,

promote or transfer within the Department, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed with the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise except as they may be otherwise specifically limited in this Agreement.

### ARTICLE III

#### SENIORITY

A. Seniority is defined as an employee's continuous length of service with the Township, beginning with his latest date of hire.

B. LOSS OF SENIORITY: Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause.
2. Voluntarily quitting employment.
3. Failure to report as required following the expiration of an approved leave of absence, unless the employee has a justifiable reason for his inability to report.
4. Absence from work without report for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is presented.

C. PROBATIONARY EMPLOYEES:

1. Newly hired employees shall be considered probationary employees for the first three (3) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever.

2. Upon completion of the probationary period, an employee's seniority shall be his date of commencement of employment, including the probationary period, for purposes of benefits.

D. LAYOFF

1. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills, and abilities to perform whatever work may be available.

2. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications and skills and abilities for the work available. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment.

E. In all applications of seniority under this Article, where ability to perform work and physical fitness are equal as determined by the Township, seniority shall be given preference in promotions, demotions, layoffs, recalls, vacation schedules and work shifts.

F. Where more than one work shift per day within a given classification is in effect, employees within such classification

will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one (1) year to exercise his preference of shift over a less senior employee.

G. The Township shall maintain an accurate, up-to-date seniority roster showing each employees' date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

H. The Township shall promptly advise the appropriate Union representatives of any change which necessitate amendments to the seniority list.

#### ARTICLE IV

##### SECTION I:

###### LEAVES OF ABSENCE

A. SICK LEAVE - Sick leave for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year. Sick leave for provisional and temporary employees shall accumulate on the basis of one(1) day per month or twelve (12) days per year.

Sick days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood that these days are credited anticipating the employee will work the full twelve (12) months during the year.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. If any employee is absent for reasons that entitle him to sick leave, his supervisor or his designee shall be notified prior to the employee's starting time or in conformance with department regulations.

D. The appointing authority may require proof of illness or any employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. Sick leave credits shall continue to accrue while an employee is on any leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave.

F. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

G. Permanent employees will be permitted to use his or her sick leave for emergencies incurred by members of his or her immediate family in accordance with Civil Service regulations and Civil Service definitions: definition of immediate family as set forth by Civil Service.

## SECTION II:

### BEREAVEMENT PAY

A. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate

family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, and other relatives, who are living in the household of the employee at the time of their death, said employee shall be excused from work from the date of death until the day of burial, inclusive. The employee will be paid his hourly rate of pay for any such days of excused absence which occur during his normal workweek, but in no event more than eight (8) hours for any one (1) day.

B. In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, or grandparents, the employee will be excused for the day of the funeral with pay if he is scheduled to work.

C. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that an employee will either receive the death benefits hereunder or holiday pay, vacation pay, military pay, jury duty pay, or disability benefit as the case may be. The above provision is intended to mean to attend the funeral of the immediate family as specified above. However, if a member of the family is buried outside the United States and the employee does not attend, one (1) day's funeral pay will be paid.

D. Employees will be required to submit proof of death for the purposes of receiving payment under Sections B and C.

SECTION III:

OCCUPATIONAL INJURY

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of the injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act for temporary disability. Such leave shall be limited to a maximum of one hundred eighty (180) working days from the date of injury.

In the event that an injured employee received temporary disability under worker's compensation during the course of the aforementioned one hundred eighty (180) working days, he or she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Clerk of the Township toward payment to the injured employee's full salary during the course of the one hundred eighty (180) working day period. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Township Clerk, he or she shall not then receive full pay but only the difference between the compensation pay and his or her full pay during the one hundred eighty (180) working day period of time.

B. Employees returning from authorized leave of absence as set forth above will be restored to their original job

classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

SECTION IV:

UNION BUSINESS

The bargaining unit is granted an aggregate of nine (9) days with pay per bargaining unit for Union convention business solely. The Union is to advise the department head of which individuals will be attending the convention and the dates of same.

SECTION V:

MILITARY LEAVE

An employee may be granted a leave of absence up to two (2) weeks to complete his military obligation. The Township will make up the difference in pay which the employee received from the military and his regular pay.

SECTION VI:

JURY DUTY

In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Their absence from work will not be counted against their regular vacation period or sick leave accumulation. The employee will be paid only for the time required to serve on jury duty, and if there are times the employee is not scheduled for jury duty, then and in that case, must report for work. All requests for jury duty must be filed with the Department Head prior to the leave. If the employee is released from jury duty on or before 10:30 a.m. on any

morning, he or she is to return to work immediately after lunch period.

SECTION VII:

**NON-PAID LEAVE OF ABSENCE**

A. The Township will grant a leave of absence, without pay, to one (1) employee to accept full time union employment for a period of one (1) year. The employee may request an additional six (6) months extension subject to the approval of the Township Committee. Sixty (60) days notice shall be given to the Township of any employee requesting such a leave.

B. All other leaves of absence without pay shall be at the discretion of the Township.

C. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided however, that sick leave and vacation leave and longevity credits shall not accrue with the exception of those on military leave.

**ARTICLE V**

**GRIEVANCE PROCEDURE**

Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step 1: The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the

date of the occurrence of the grievance. The Supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

Step 2: If the grievance has not been settled, it shall be presented in writing to the Department Head within five (5) days after the supervisor's response is due. The Department Head shall respond to the steward in writing within three (3) days. If the grievance is not presented in writing in accordance with this provision within five (5) days, it shall be deemed abandoned. The employee may be represented by a steward, the local Union president or his designee. Time lost from work to process grievance, and such discussions or meetings by the grievant, steward and local president or his designee will result in no loss of pay.

Step 3: If the grievance still remains not settled, it shall be presented to the Business Administrator in writing within seven (7) days after the response of the department head is due. The Business Administrator will hold a hearing within ten (10) days of receipt of presentation of the grievance to him. The Business Administrator shall respond in writing within five (5) days. If the grievance is not presented in writing, in accordance with this provision within seven (7) days, it shall be deemed abandoned. The employee may be represented by a steward, the local Union president

or his designee, and a representative of AFSCME Council. Time lost from work to process grievance, and such discussions or meetings by the grievant, steward and local president or his designee will result in no loss of pay.

Step 4: If the grievance still remains not settled, it shall be presented to the Township Committee, in writing, within seven (7) days after the response of the Business Administrator is due. The Township Committee shall respond within ten (10) days. If the grievance is not presented, in writing, in accordance with this provision within seven (7) days, it shall be deemed abandoned.

Step 5: If the grievance still remains not settled, the Union may, within fifteen (15) days after the reply of the Township Committee is due, by written notice to the Township Committee, request advisory non-binding arbitration. In the event advisory, non-binding arbitration is not requested within fifteen (15) days, the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated.

The advisory, non-binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the other party shall then

strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the impartial arbitrator shall be non-binding and advisory to both parties. The impartial arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of testimony and argument and upon his closing of the matter.

The expense for the arbitrator's services shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings it may cause the same to be made, providing it pays for the record and makes a copy available, without charge, to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for advisory non-binding arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. Nothing in the foregoing shall be construed to empower the impartial arbitrator to make any award amending, changing, subtracting from or adding to the provisions of this Agreement.

It is understood and agreed that the subject of general wages shall not be subject to advisory, non-binding arbitration.

It is intended by this provision to give an employee the option to appeal his case under Civil Service rules and regulations and through Civil Service procedures or advisory, non-binding arbitration, but not both. It is not intended to change, modify, or alter in any fashion the Civil Service rules and regulations, but in effect only to give additional alternative remedy to an

C. All work performed on the sixth work day as such of any work week, provided the employee has worked a total of forty (40) hours, sick time, and vacation will be construed as days worked.

D. All work performed on a holiday shall be paid at time and one-half (1-1/2) plus holiday pay except all work performed on the following holidays: Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Columbus Day and Veteran's Day, which shall be paid at straight time by regular pay plus holiday pay.

E. In the event that any holiday shall fall on a regular workday and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

F. All work performed by the Sanitation Department on Sunday shall be paid at the rate of double time as such. (Employees absent due to excused sick, vacation or holiday, will have this time credited as time worked.)

Overtime opportunities shall be distributed as equally as possible among employees in the same job classification, department and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked.

When an employee is required to work overtime in an emergency, for snow removal, and has worked a minimum of four (4) hours overtime, in addition to regular shift, then in that case the Township will make provisions for meal allowances, not to exceed eight dollars (\$8.00).

SECTION IV:

CALL IN TIME

An employee who is required and returns to work during periods other than his regular scheduled shift, shall be guaranteed four (4) hours pay. The employee will be paid time and one-half (1-1/2) his regular rate of pay for the actual time worked and will be given the opportunity to go home when the assignment he was called in for is completed. In the event the employee desires to leave work when the assignment is completed he will then be paid straight time from the completion of the work assignment for the remaining time up to four (4) hours. If the employee decides to stay, the Supervisor may provide work for the remaining time of the four (4) hours.

When the four (4) hours call-in time pay overlaps with the regular shift, the employee from that time on will not receive time and one-half (1-1/2) but his or her straight time pay.

SECTION V:

PAY SCALES OR RATES OF PAY

The pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached.

Any employee who performs work in a higher paid classification other than his own for at least four (4) consecutive hours shall be paid at the rate of the higher classification when authorized by his immediate supervisor for the time actually worked in the higher classification.

Mechanics who have to provide their own tools will receive additional compensation at the rate of fifteen (\$.15) cents per hour.

#### ARTICLE VII

##### HOLIDAYS

A. There shall be fourteen (14) paid holidays during the term of the Agreement. The following days will be recognized as holidays under this Agreement:

1. New Year's Day
- \*2. Martin Luther King's Birthday
- \*3. Lincoln's Birthday
- \*4. Washington's Birthday
- \*5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
- \*9. Columbus Day
- \*10. General Election Day
- \*11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day
14. Employee's Birthday (In lieu of day after Thanksgiving Holiday)

\*Denotes working paid holidays

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event the Township has to change the date to comply with State, City of Trenton, or County, it will be celebrated on the new date that the Township sets forth.

C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. Employees scheduled Tuesday through Saturday, who may lose a day off as a result of this provision, shall be given a mutually agreeable day off at another

time. Or in the event the Township has to change the date to comply with State, City of Trenton, or County, it will be celebrated on the date that either the State, City of Trenton, or County sets forth.

D. In the event a holiday falls within an employee's vacation period, the holiday shall be celebrated at the employee's option, unless the Township determines that it cannot be taken because of pressure of work.

E. In order to qualify for holiday pay, the employees must work his or her scheduled workday immediately preceding and his or her scheduled workday immediately following the holiday unless on an excused absence.

F. Permanent employees with three (3) or more consecutive months seniority are eligible for holiday pay.

G. Whenever a holiday falls during the time an employee is on paid sick leave that day will not be charged against his sick leave.

H. Employees who are on leave of absence without pay, will not be eligible for holiday pay.

I. In the event the employee's birthday falls on a Saturday, he may celebrate it on the preceding Friday if the department head approves it. If the department head determines it cannot be taken because of pressure of work, it can be taken on another day with the approval of the department head.

In the event that the employee's birthday falls on a Sunday, he may celebrate it on the following Monday if the department head

approves it. If the department head determines it cannot be taken because of pressure of work, it can be taken on another day with the approval of the department head.

In the event the employee's birthday for the year 1993 falls due prior to the signing of this Agreement, and the employee has not taken that day in accordance with the foregoing provisions, the employee shall celebrate his birthday at a later date in 1993 with the approval of the department head. If the department head determines it cannot be taken because of pressure of work, it can be taken on another day with the approval of the department head.

The employee's birthday, as a paid holiday, will only be granted to those employees who are hired by the Township of Ewing prior to the signing of this Agreement.

#### ARTICLE VIII

##### VACATIONS

All permanent employees, full time temporary and full time provisional employees, other than seasonal, shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

From date of hire until expiration of one (1) full year of employment of said employee . . . . .	1 day per month
One year through 5 years . . . . .	14 working days
6 years through 11 years . . . . .	17 working days
12 years to 17 years . . . . .	22 working days

18 years and over . . . . .	23 working days
19 years and over . . . . .	24 working days
20 years and over . . . . .	25 working days

Permanent part-time employees shall receive vacation credit allowance in a proportionate or prorated basis.

B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

C. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

D. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year preceding, providing the latter can be taken during the year of return.

E. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

F. Whenever a permanent employee dies, having earned annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate

at the time of his death. Notwithstanding the above schedule, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employees anniversary date that year through the end of the calendar year.

G. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave.

H. Employees called back to work while on vacation shall receive double time for that time.

I. A permanent employee is permitted to carry over one-half of his unused vacation into the following year solely, subject to the approval of the department head; said approval not to be unreasonably withheld. It is understood between the parties that the unused vacation cannot be carried over for more than one year.

J. Employees are required to submit requests for vacation leave no later than April 15th of each calendar year. Requests received after April 15th of each calendar year are at the discretion of the employee and will not be based on seniority.

#### ARTICLE IX

##### GENERAL PROVISIONS

A. The Employer agrees to make available a bulletin board at the Transfer Station. The said bulletin board shall be used for posting of the following notices: Union meetings, Union elections and returns, Union appointments to office and Union recreational or social affairs.

B. If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

C. Proposed modifications, changes or new rules and regulations will be discussed by the members of the bargaining unit and the respective department prior to formal adoption. Members of the respective unit may further make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective department.

D. LONGEVITY - Employees of the Township shall be paid in addition to their salaries, longevity pay on completion of the years of service as of the anniversary date of hire as listed below:

Year One of Contract

5 years . . . . .	\$440.00 annually
10 years . . . . .	\$640.00 annually
15 years . . . . .	\$840.00 annually
20 years . . . . .	\$1,040.00 annually
24 years . . . . .	\$1,440.00 annually
30 years . . . . .	\$1,840.00 annually
35 years . . . . .	\$2,240.00 annually

Years Two and Three of Contract

5 years . . . . .	\$540.000 annually
10 years . . . . .	\$740.000 annually
15 years . . . . .	\$940.00 annually
20 years . . . . .	\$1,140.00 annually

24 years . . . . .	\$1,540.00 annually
30 years . . . . .	\$1,940.00 annually
35 years . . . . .	\$2,340.00 annually

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid at the beginning of the next quarter the pro-rated sums of longevity as set forth in the schedule herein above.

Longevity shall be paid to full-time permanent employees only and the amount to be paid shall be based on the years of continuous service with the Township.

The aforementioned longevity payments will be distributed to the employee on a pro-rated basis in their bi-weekly salary payment from the Township during the course of the year. In other words, the employee in each of his checks from the Township will receive one-twenty-sixth (1/26th) of the longevity due him, with the exception of overtime hours.

E. CLASSIFICATION AND JOB DESCRIPTION - The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

If during the term of this Agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay therefore, prior to such changes being made effective. Should the parties fail to agree, the matter will be

referred to the grievance procedure commencing with Step 3 of this Agreement.

The president of the Union will receive from the Township Administrator a job description for the members of his bargaining unit and the department head will have additional copies of the job description.

F. SAFETY AND HEALTH - The Employer will make a reasonable effort for the safety and health of its employees and will provide employees with foul weather gear when necessary, tools or devices deemed necessary, in order to insure their safety and health. When such materials are issued, it is the employee's obligation to use them. The Employer and Union shall endeavor to designate a safety committee member from the department covered under this Agreement. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions. The committee will meet periodically as necessary, to review conditions in general, and to make recommendations to either or both parties, when appropriate. The Employer will provide the Union safety members reasonable time to investigate safety or health complaints in their department during their working hours at no loss of pay. The employee must first obtain permission from his immediate supervisor and it is understood that during this investigation he will not interfere with work assignments of others. The Employer's safety member will accompany him on his investigation.

G. REST PERIOD - The Employer shall grant one (1) fifteen (15) minute paid rest period on the A.M. at a time designated by the respective department head.

H. LATENESS AND ABSENCE - Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent.

If the employee does not call in, he will not be paid for the period unless circumstances beyond his control preclude his call. Excessive lateness and unjustified absence shall be cause for suspension or termination.

I. CONTRACTING WORK OUT - The Employer shall have the right at its discretion, to apportion work by contract or sub-contract to others as it may see fit in order that the services which have to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees shall not result in a mass layoff of said employees covered by this Agreement.

J. EMERGENCY - In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what condition constitutes an emergency will be at the sole discretion of the Mayor and will not be subject to the grievance procedure.

K. In the event that a disaster or an emergency is declared by the Mayor of Ewing Township and the members of the Bargaining Unit work that day and were not released prior to the eight (8) hours for the regular shift and the other employees of Ewing Township do not work that day because of the declared disaster or emergency, in that event the Bargaining Unit employees will be given a compensatory day. The comp day is to be taken at the discretion of the department head.

L. All truck drivers and equipment operators employed by the Department of Sanitation after January 1, 1990, must possess an articulated license.

#### ARTICLE X

##### INSURANCE AND RETIREMENT BENEFITS

A. The Employer will continue to provide hospitalization and medical insurance through New Jersey Blue Cross-Blue Shield under the 14-20 Health Plan or equivalent plan to all employees and their dependents covered under this Agreement as defined in the program.

B. The Employer agrees to provide retirement benefits in accordance with applicable New Jersey Statutes.

C. The Township of Ewing will continue the prescription drug provision program through the Hospital Service Plan of New Jersey. The premium for said program shall be paid by the Township of Ewing and administered by same. The drug prescription program shall provide benefits to all eligible unit employees and their eligible dependents through the Hospital Service Plan of New Jersey prescription program. Each prescription required by a competent

medical authority for federal legend drug shall be paid for by the carrier subject to a deductible provision which shall not exceed \$5.00 per prescription and further subject to specific procedural and administrative rules and regulations which are part of the program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the program, and brochure describing the details of the program.

D. The Employer will pay the premium for Blue Cross and Blue Shield coverage for a permanent employee and his dependents, the dependents as defined in the State of New Jersey Health Benefits Program, after the permanent employee has retired, up to the date of the retired employee's death, provided said permanent employee retired after twenty-five (25) years or more of service credited in such retirement system, or those permanent employees who retired on disability pension based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter 88.

E. Permanent employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills.

Full-time employees and eligible dependents as defined shall be eligible for a maximum payment of \$105.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist, and/or prescription optical lenses, with not more than one (1) payment per individual, every two (2) years.

The employee and his dependents (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for the benefit after the permanent employee has been continuously employed for a minimum of ninety (90) days.

F. Upon execution of this Agreement by all parties, the Township of Ewing will provide certain dental benefits to all eligible unit employees and their eligible dependents, as set forth previously. There shall be a total \$50.00 dental deductible per year for the eligible employee and his eligible dependents. The Township will pay a total maximum for dental services for the eligible employee and his eligible dependents in the sum of \$500.00 for each contract year above the \$50.00 deductible per period for dental services. The employee must submit paid receipt for all dental services incurred, and must complete and sign vouchers for the dental services to qualify for payment by the Township of Ewing.

The employee and his dependents, (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for this benefit after the permanent employee has been continuously employed for a minimum of ninety (90) days.

EXAMPLES: (1) for the period 7/1/93 through 6/30/94 the eligible employee and his eligible dependents incurred and expended a total sum of \$300.00 toward dental services: the employee would receive \$250.00 from the Township of Ewing.

(2) For the period 7/1/93 through 6/30/94, the eligible employee and his eligible dependents incurred and expended a total

sum of \$800.00 for dental services; the employee would receive a total sum of \$500.00 from the Township of Ewing.

(3) For the period 7/1/94 through 6/30/95 the eligible employee and his eligible dependents incurred and expended a total sum of \$300.00 for dental services, the employee would receive a total sum of \$250.00 from the Township of Ewing.

(4) For the period 7/1/95 through 6/30/96 the eligible employee and his eligible dependents incurred and expended a total sum of \$900.00 for dental services, the employee would receive a total sum of \$500.00 from the Township of Ewing.

#### ARTICLE XI

##### ACCESS TO PERSONNEL FOLDER AND EVALUATIONS

A. An employee shall within five (5) working days of written request to the Personnel Department have an opportunity to review his or her personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this Agreement. He or she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his or her file.

B. Each regular written evaluation of work performance may be reviewed with the employee and the employee may place his or her signature or not place his or her signature on the evaluation form. Such signature does not mean agreement with the contents of the evaluation unless such agreement is stated thereon.

## ARTICLE XII

### PERSONAL DAYS

Employees covered by the provisions of this Agreement, shall be entitled to three days per year leave of absence with pay for personal business. Said leave shall not be taken unless 48 hours notice thereof has been given the employee's supervisor. In the event that less than 48 hours notice is given, said leave may be taken only upon authorization by said supervisor. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

## ARTICLE XIII

### MEMBERSHIP PACKETS

The Union may supply kits or packets which contain information for distribution to new employees, including the role of the Union, and membership application and a copy of this Agreement as well as other material mutually agreed to by the Township and the Union. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment.

## ARTICLE XIV

### POSTING OF JOBS

Existing or planned Civil Service job vacancies in the department or departments of the bargaining unit will be posted in all work locations on the bulletin boards. The posting will include a description of the job, any required qualifications, the

location of the vacancies and the procedures to be followed by employees interested in making application and said application must be made within five working days of posting. A copy of the posting will be given to the Union President.

#### ARTICLE XV

##### WORK UNIFORMS

All employees are required to wear uniforms to work. The uniforms shall be selected by management with input and consultation with the Union. A management - Union committee shall be established to discuss the uniforms as to the type, style, color, etc. After uniform type and style are determined, each employee shall receive a clothing allowance of \$225.00 for the period beginning 7/1/93 and ending 6/30/94. Each employee shall also receive a clothing allowance of \$250.00 for the period beginning 7/1/94 and ending 6/30/95. Each employee shall also receive a clothing allowance of \$250.00 for the period beginning 7/1/95 and ending 6/30/96. Employees are responsible for the purchase and maintenance of uniforms out of the clothing allowance provided for herein.

The Township of Ewing will continue to provide safety shoes to the employees who are entitled to same and will reimburse the employee up to \$75.00 per pair for these shoes.

#### ARTICLE XVI

##### UNUSED SICK LEAVE-RETIREMENT

Permanent employees in the bargaining unit who enter regular retirement in accordance with P.E.R.S., and have to his or her

credit, any earned and unused sick leave, shall be entitled to receive supplemental compensation for each earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employees daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation shall exceed eleven thousand (\$11,000.00) dollars during the term of the contract. This supplemental compensation shall be paid in a lump sum within 60 days after the effective date of retirement, provided, however, that if the employee has failed to notify the municipality in writing at least six (6) months prior to the employee's effective date of retirement or the employee's intent of retire, then the accumulated sick time buy-back will be paid in the following calendar year.

#### ARTICLE XVII

##### WAGES

For the period 7/1/93 through 6/30/94, employees covered by this Agreement shall receive 5% increase over their 6/30/93 wages.

For the period 7/1/94 through 6/30/95, employees covered by this Agreement shall receive a 5% wage increase over their 6/30/94 wages. For the period 7/1/95 through 6/30/96, employees covered by this Agreement shall receive a 5% wage increase over their 6/30/95 wages. The hourly rate for employees covered by this Agreement

shall be as set forth in the new Appendix "A" attached hereto and made a part hereof.

#### ARTICLE XVIII

##### TERM OF CONTRACT

This Agreement shall be effective as of the first day of July 1, 1993, and shall remain in full force and effect until midnight on 6/30/96.

Negotiations concerning any renewal or replacement for the fiscal year 1996-1997 shall commence on March 31, 1996, by and between the parties hereto by notice by either served, regular mail, upon the other.

#### ARTICLE XIX

##### SEPARABILITY AND SAVINGS

If any provision of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XX

##### FULLY BARGAINED

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding, and settlement by the parties of

all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first hereinabove written.

WITNESS:

Lancy Kownacki

TOWNSHIP OF EWING

Frederick L. Winters

WITNESS:

Spencer B. Miller

FOR THE UNION

Matthew J. Polley  
Mark T. Smith

APPENDIX "A"  
SANITATION DEPARTMENT

TITLE	5%		5%		5%				
	F.Y.		F.Y.		F.Y.				
	1993/1994		1994/1995		1995/1996				
P/H	ANNUAL	P/HR	ANNUAL	P/HR	ANNUAL				
Truck Driver Heavy	14.09	=	29,309.28	14.80	=	30,774.74	15.54	=	32,323.20
Heavy Laborer	13.57	=	28,217.28	14.25	=	29,636.88	14.96	=	31,122.00
Recycling Laborer*	12.53	=	26,062.40	13.66	=	28,412.80	14.64	=	30,451.20

Reflects 5% raise and \$.50 additional in years one and two and \$.30 in year 3.